

Exhibit J

07/30/04 08:18 FAX

002

DELPHI

Energy & Chassis Systems

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Buyer:

Delphi Energy & Chassis Systems
5820 Delphi Drive
TROY MI 48098
USA

Requirements Contract

PO Number 550050445	Date Issued 01/09/2004
Version 07/30/2004 08:02:41	

Deliver to:

*Please deliver to:
See Delivery Schedule*

SIEMENS VDO AUTOMOTIVE
Boîte postale BOITE POST
31036 TOULOUSE CEDEX
FRANCE

Vendor No: 1004346
DUNS No: 265916502

Payment Terms: ZMN2 **Currency:** USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB- Freight Collect

Item No.	Material No. Description	Plant				
00010	22197737 BI-STATE RTD CONTROLLER GMT800	HP01 DELPHI E & C PASS BY SALES				
Valid From Valid To Currency Price Price Unit UOM						
12/01/2003	07/31/2005	USD	56,540.00	1,000	PC	
08/01/2005	07/31/2006	USD	53,740.00	1,000	PC	
08/01/2006	07/31/2007	USD	43,210.00	1,000	PC	
08/01/2007	07/31/2008	USD	41,690.00	1,000	PC	
08/01/2008	07/31/2009	USD	40,250.00	1,000	PC	
This Requirement Contract is for 100% unless otherwise specified.						
00020	22212835 MR RTD CONTROLLER GMX245 ***THIS AMENDMENT CHANGES PRICE*** ***THIS AMENDMENT CHANGES VALIDITY *** Price increase (\$0.11) (reln. pkg.) eff. 06/14/04	HP01 DELPHI E & C PASS BY SALES				
Valid From Valid To Currency Price Price Unit UOM						
12/01/2003	06/13/2004	USD	50,650.00	1,000	PC	
06/14/2004	07/31/2005	USD	50,760.00	1,000	PC	
08/01/2005	07/31/2006	USD	48,510.00	1,000	PC	

Purchasing Contact: Shields, Mike

Phone: 937-455-7374

Fax: 937-455-9133

Contact Address:

DELPHI ENERGY & CHASSIS SYSTEMS
2000 FORREY BLVD,
KETTERING OH 45420

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SIEMENS VDO AUTOMOTIVE
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31036 TOULOUSE CEDEX
FRANCE

Requirements Contract

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Item No.	Material No.	Plant			
	Description	Valid From	Valid To	Currency	Price
		08/01/2006	07/31/2007	USD	40,190.00
		08/01/2007	07/31/2008	USD	38,590.00
		08/01/2008	07/31/2009	USD	37,040.00

This Requirement Contract is for 100% unless otherwise specified.
00030 22212839 HP01 DELPHI E & C PASS BY SALES

MR-RTD CONTROLLER GMX295
THIS AMENDMENT CHANGES PRICE
THIS AMENDMENT CHANGES VALIDITY
Price increase (\$0.28) (ret. pkg.) eff. 06/14/04

Valid From	Valid To	Currency	Price	Price Unit	UOM
12/01/2003	06/13/2004	USD	54,800.00	1,000	PC
06/14/2004	07/31/2005	USD	55,080.00	1,000	PC
08/01/2005	07/31/2006	USD	52,890.00	1,000	PC
08/01/2006	07/31/2007	USD	44,570.00	1,000	PC
08/01/2007	07/31/2008	USD	42,970.00	1,000	PC
08/01/2008	07/31/2009	USD	41,420.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

Notes:

This Contract replaces previous contract # --.

As a supplier to Delphi Energy & Chassis you must use a Delphi approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433. Failure to follow these instructions could result in a charge back to your company

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written

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FRANCE

Requirements Contract

PO Number 550050445 Date Issued 01/09/2004
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Item No.	Material No.	Plant
Description		

Notes Continued:

form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

The term of this contract is for the period(s) of purchase indicated in the line item notes on the face of this contract.

The price(s) for the goods are set forth in the line item notes of this contract. No adjustments will be made for increases in seller's costs, including increases in the costs for labor, material or overload.

In addition, Buyer and Seller will use their best efforts to implement cost savings and productivity improvements in order to reduce seller's costs, with the understanding that such savings (after financing) will be shared as follows: (i) savings resulting from reduction in the content of the goods shall be for the benefit of the Buyer; (ii.) If Seller is responsible for the design of the goods, and the price exceeds the price at which Seller was awarded production, all savings shall be for the benefit of Buyer until the price is reduced to the price at the time of award; (iii.) If the price of the product is at or below the price at which Seller was awarded production, 50% of the savings shall be for the benefit of the Buyer and 50% shall be for the benefit of the Seller.

Seller will assure that the goods remain competitive in terms of technology, design and quality with similar goods available to Buyer. However so long as Seller performs its obligation hereunder, sellers price for goods shall not be required to be competitive with prices available to Buyer from others during the first 12 months of the contract. In addition, during this period of pricing, Buyer shall forbear from exercising its rights under paragraph 11 ("termination") of this contract.

If, in the reasonable opinion of the Buyer, the goods do not remain competitive as defined in above, Buyer, to the extent it is free to do so, will advise Seller in writing of the area(s) in which other goods are more competitive. If, within (30) days, Seller does not agree to immediately sell the goods with comparable technology, design, quality or, if applicable, at a competitive price, Buyer may terminate this contract and purchase from another supplier without liability to Seller.

Buyer and Seller will cooperate to create, maintain, update, and share technical information about the product and its manufacture, as needed without restriction and in compliance with buyer's drafting and math data standards. In the event Buyer exercises its right to terminate this contract and then makes the goods or purchases the goods from another supplier, Seller agrees not to bring any action or claim against Buyer, its suppliers, dealers, or customers for any reason, including any claim for infringement of patents or other proprietary rights, arising from the manufacture, use and sale of the goods or use of the information furnished by Seller to Buyer. Seller will secure the necessary agreements with its employees and sub-contractors to assure compliance with this provision.

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

This agreement reflects the latest part numbers, pricing and timing for Suspension ECU's described in the existing Long Term Contract (LTC) executed by buyer and seller as of June 16, 2000. All other Terms and Conditions of June 16, 2000 LTC remain in effect.

07/02/04 - Alteration to change price and price validity on Material 22212835 (Item 20) and 22212839 (Item 30). drnp